

DRAFT
CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND MATRIX CONSULTING GROUP
TO CONDUCT AN OPTIMAL STAFFING STUDY OF
THE SUNNYVALE DEPARTMENT OF PUBLIC SAFETY

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and MATRIX CONSULTING GROUP, a California corporation ("CONSULTANT").

WHEREAS, CITY is in need of specialized services in relation to conducting an Optimal Staffing Study of CITY's Department of Public Safety; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be from the date of Agreement execution through completion of all services set forth in Exhibit "A", unless otherwise terminated.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT a fixed fee of Ninety-Nine Thousand and no/100 Dollars (\$99,000.00). CONSULTANT shall submit invoices to CITY no more frequently than monthly for services performed during the previous month. Payment will be made within thirty (30) days of receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, gender, age (persons 40 years or older), disability, or any other basis to the extent prohibited by federal, state, or local law. All employees of CONSULTANT shall be treated during employment without regard to their race, creed, color or national origin.
- (b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described in Exhibit "A", caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the CITY.

11. Insurance

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "B" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "B."

12. CITY Representative

Karen Miller, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Richard Brady, President, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY: Karen Miller
Department of Finance
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Richard Brady, President
MATRIX CONSULTING GROUP
2470 El Camino Real, Suite 210
Palo Alto, CA 94306

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

18. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

MATRIX CONSULTING GROUP
("CONSULTANT")

City Attorney

By _____

Name and Title

By _____

Name and Title

EXHIBIT "A"

SCOPE OF SERVICES

Project Overview

CONSULTANT shall conduct an Optimal Staffing Study for the Sunnyvale Department of Public Safety (DPS). This study shall analyze staffing levels and assignments utilized by the Department of Public Safety to provide police, fire/rescue and communication emergency services to the community and determine whether DPS is organized in the best way possible in the provision of these services and whether it is being as innovative as possible regarding deployment, operations, etc.

The goals of the study shall be to:

- Affirm the cost effectiveness of current staffing levels and configurations.
- Explore alternative for an equal or higher level of service at a constant or reduced cost.

Police Services

CONSULTANT shall analyze:

- The effectiveness of patrol staffing levels while maintaining a 4 day/11 hour schedule. Topics for consideration will include, but not be limited to: staff assignments, planned leave, worker's compensation leave, disability, call volume, response to fire calls, non-directed patrol time and training.
- The organization and staffing of specialty assignments, including traffic, crime prevention, and investigations. Analysis will address rotation policies, skill requirements, training, and workload.
- The use of overtime vs. straight-time to achieve cost savings without jeopardizing the health and safety of employees or the community.
- Clearance rates, benchmarks and other objective indicators of program effectiveness.
- Minimum staffing requirements to support fire in light of call load.

Fire Services

CONSULTANT shall analyze:

- The effectiveness of current apparatus location, staffing levels and division organization. Topics for consideration will include, but not be limited to: staffing assignments, planned and unplanned leaves, skill levels, and training.
- Use of mutual and auto aid agreements with surrounding entities.
- The organization and staffing of specialty assignments, including Fire Prevention and Hazardous Materials Response and Prevention. Analysis will address rotation policies, skill requirements, training, workload and effectiveness of current procedures.
- The use of overtime vs. straight-time to achieve cost savings without jeopardizing the health and safety of employees or the community.
- Benchmarks and other objective indicators of program effectiveness.

Dispatch Services

CONSULTANT shall analyze:

- The effectiveness of current staffing levels and configurations. Topics for consideration will include, but not be limited to: staffing assignments, planned and unplanned leaves, skill levels, training, hiring and retention of employees, and cost-effective shift scheduling.
- The use of overtime vs. straight-time to achieve cost savings without jeopardizing the health and safety of employees or the community.
- Benchmarks and other objective indicators of program effectiveness.

The study shall culminate with a final report presentation to designated City staff and an additional final report to City Council, if needed.

Project Work Plan

CONSULTANT shall perform the following tasks to accomplish the study goals:

- 1. Identify attitudes towards existing Public Safety programs, service levels, and major community protection needs.**
 - A. Interview top management in other departments as well as elected officials, as deemed appropriate, to get their views on Public Safety staffing, service issues and improvement opportunities.
 - B. Conduct a kick-off meeting with CITY's Steering Committee.
 - C. Interview top management in the Department of Public Safety to obtain an initial understanding of the organization, major goals and recent trends.
 - D. Interview Public Safety labor representatives.
 - E. During initial interviews, focus on determining individual attitudes toward current Public Safety service levels, programs and community protection needs, including, but not limited to:
 - Adequacy of existing service levels (e.g., response times, levels and results from proactive time availability, fire and EMS call results, fire and crime prevention programs, school and youth-oriented activities, etc.).
 - Responsiveness to basic community public protection needs.
 - Perceived gaps or duplication in existing services and service levels.
 - Attitudes toward the public safety philosophy.
 - Issues from the community and internally relating to the accuracy and responsiveness of dispatch.
 - Issues regarding inter-relationships among neighboring departments.
 - Financial issues regarding expenditure trends and specific issues regarding categories of expenditures (e.g., employee compensation, overtime, etc.).

- F. Collect basic documents which "define" the Department of Public Safety internally and externally (e.g., goals and objectives, mission statements, overcall service trends, loss statistics, etc.)
- G. Conduct staff "kick off" meetings, accomplished through shift change presentations for staff assigned to law enforcement and dispatch and station briefings at each fire station.
- H. Based on the results of the above activities, prepare an issue list which would provide the basis for subsequent analytical steps.

2. Document Department of Public Safety employee attitudes toward staffing and deployment.

- A. Prepare a confidential questionnaire to be distributed to all DPS employees. Provide a mechanism for employees to respond by either mailing the completed questionnaire directly to CONSULTANT's Palo Alto office using pre-paid envelopes or by utilizing CONSULTANT's online survey capability.
- B. Analyze questionnaire results, differentiating among responses by employee type (fire, law enforcement and dispatch; sworn versus non-sworn); managers and supervisors versus line employees as well as by Division.
- C. Prepare an issue paper which summarizes questionnaire results and identifies specific areas which need more extensive exploration in subsequent study work tasks.
- D. Perform an indepth review of overall questionnaire results with DPS and with the Steering Committee.

3. Profile the Department of Public Safety organization, staffing, deployment and operations. Document results in the form of a narrative and statistical profile of the Department which will provide the basis for subsequent analysis. Circulate profile among key DPS staff to ensure accuracy and review profile with Steering Committee, when completed.

- A. Overall Descriptive Information - Document basic information about DPS, including, but not limited to:
 - Organization structure, number and type of staff by function as well as reporting relationships.
 - Staffing levels, now and over the past five years.
 - Budgets over the past five fiscal years.
 - Employee labor contracts.
- B. Patrol Programs and Services
 - 1. Employing data extracted from dispatch information and available reports, profile and analyze field patrol services in terms of the following:

- Community-generated call for service demand by time of day and day of week for past twelve months, including, but not limited to, call frequency, time required to handle calls for service, availability of back-up, incidence and time required to complete fire suppression units.
 - Response times by priority of call for service handled, including, but not limited to average response times for all priorities of calls for service; distribution of response times by priority of calls; and any variations in response time performance by time of day, day of week, or neighborhood.
2. Document and analyze levels of officer-initiated activity in terms of the following:
- Various quantitative indicators, including, but not limited to, field stops/field interrogations, traffic stops, other self-initiated activity; and activities resulting from directed patrols.
 - For a sample period, examine the scope and content of any patrol plans to develop an understanding of the time required to execute patrol plans; performance expectations; community-oriented goals and action plans; and other factors, as appropriate.
3. Through analysis of rosters and other appropriate documents, document actual field patrol deployment practices with existing staffing levels in field patrol in terms of the following:
- Scheduled deployment by time of day and day of week.
 - Factors impacting units actually deployed compared to the number scheduled, considering on-shift court appearance requirements; sick leave, vacation and other time-off requirements; special assignments; training of all types (law enforcement, fire and EMS); and other factors impacting deployment and availability.
- C. Traffic Enforcement - Document operations and service levels in terms of the following:
- Scheduled and actual deployment of personnel by time of day and day of week.
 - Current workload, including accident investigations and extent to which personnel are being assigned calls for service as primary units and/or back-up of other field patrol activities.
 - How traffic enforcement and accident investigation workloads are planned, prioritized and handled.
 - Level of patrol-officer initiated activity related to traffic enforcement, including citation production on a "per officer" basis.
 - Service levels measured by the current Traffic Enforcement Index.
- D. Fire and Emergency Medical Services
1. Through interviews and review of key operating and response policy documents, develop a detailed understanding of the existing fire suppression and emergency medical services network and service structure to include the following:

- Location and related response area for each station.
 - How the shift scheduling system works, including documentation of all leave-related factors.
 - Any plans to adjust the deployment of staff resources or stations.
 - Assignment of staff and apparatus to each station.
 - Basic response policies to each type of call received, involving base fire units and patrol/other supplements, including, but not limited to, number and type of apparatus dispatched by call type; number of field patrol personnel dispatched; staff resources dispatched by call and staff type; and involvement in emergency medical responses.
2. Document all fire and emergency medical service response patterns and capabilities, including, but not limited to:
- Response times for all calls by type of call and priority.
 - Amount of clock and staff time required to handle each call type, including the various elements of handling time (e.g., "scramble" time, travel time, set-up time, and total on-scene time to the point at which the arriving unit(s) are cleared and available for another call).
 - The number of units dispatched by type of call; how patrol completes fire service units as well as frequencies and timeliness.
 - The incidence of automatic and mutual aid in responses.
 - How runs are distributed, by unit, by time of day and day of week.
 - Overlapping responses in EMS situations involving suppression and ambulance resources to identify issues involving coordination of service delivery.
3. Review response characteristics and deployment of staff resources to provide emergency medical services in the City of Sunnyvale, including the use of multi-level responses for basic and advanced life support situations.
4. Review the existence and use of automatic and mutual aid agreements among neighbors as well as throughout Santa Clara County. Document other cooperative arrangements (e.g., joint training and other program coordination).
- E. Investigations - Analyze and document workloads and service levels in terms of the following:
1. Current investigative policies, including case screening approaches; types of cases "worked" by case type; and other policies which impact time utilization and personnel workload.
 2. Current caseloads and case status by case type.
 3. Mission, workload and results achieved by pro-active investigative units.
 4. Based on 1 through 3 above, evaluate existing investigative service levels from the perspectives of:

- Current caseloads compared to patterns observed in other law enforcement agencies with effective case management approaches.
- The extent to which cases with "leads" can be worked with a relatively high likelihood of solvability given existing staffing levels and case management approaches.
- Elapsed time between initial report, assignment of a case to a detective, and actual working of that case by a detective.
- Coordination of cases with patrol personnel.

F. Fire Prevention, Emergency Management and Hazardous Materials Management -

1. Through staff interviews, analysis of existing codes and ordinances and discussions with City planning and building representatives, develop an understanding of the current approach to fire prevention-related services, including, but not limited to:
 - The organization and responsibility of the Department's fire prevention services, including staff time allocations, assigned responsibilities involving inspections, plan checking, public education, and other fire prevention-related activities, as well as responsibilities for fire investigation.
 - Current philosophies and contents of codes and ordinances related to "building in" fire protection in the City to moderate future demands for fire suppression resources.
 - Role of fire suppression personnel in the Department's overall fire prevention program, including company inspection policies, inspection frequencies and other relevant activities in the fire prevention area accomplished by fire suppression personnel.
2. Document the scope and depth of services provided internally as well as the community relating to emergency management and disaster planning.
3. Document the Department's approach to hazardous materials management, including involvement in planning and regulation, initial response, support to the County team, etc.

G. Records and Other Internal Support Services

1. Analyze workloads and service levels associated with other DPS support units by applying such approaches as the following:
 - Document records processing flows by document type and volume. Identify and quantify processing turnaround times and processing backlogs.
 - Review systems currently available to support records processing activities.
 - Review internal information processing procedures and controls.
2. Based on the above, develop a set of measures to clearly define records and other support services.

H. Communications/Dispatch - Evaluate emergency communications functions through a quantifiable process of analyzing workloads, dispatcher utilization and scheduling of personnel, including, but not limited to:

- Staffing and deployment of personnel on each shift, including the use of per diem or part-time staff.
- The use of overtime in the center.
- Approaches used to support and integrate law enforcement and other emergency services in dispatch.
- 911, business line calls, call for service and self-initiated incidents handled by the center by day and hour.
- Estimates or counts of transmissions.
- Estimates or counts of other activities (e.g., teletypes processed, etc.).
- All systems in use.

I. Current Information Technology and Other Information Systems - Document the characteristics of the major systems currently available to and employed in support of DPS operations, including, but not limited to:

- CAD/RMS, including current capabilities related to crime analysis and investigative case management.
- Mobile data terminal/laptop capabilities of patrol and other field officers.
- Evidence inventory and control.

J. Recruitment, Training and Other Human Resources Functions - Through interview and review of relevant documents, document the scope and content of the Department's recruitment and training programs, including, but not limited to:

- In-service training provided to staff, including existing of master training program(s) and objectives; types and amount of training provided to staff over the last 24 months; and training program costs and expenditures.
- Career development plans and paths for sworn staff and how career development is prioritized in the Department.
- Current performance evaluation systems and approaches, including measures and approaches employed.
- Approaches employed to recruit new staff, including promotional, outreach and selection approaches and materials.
- Training facilities.

4. Analyze the result of the previous tasks to identify staffing, organizational and operational issues.

A. Identify issues and improvement opportunities associated with current organization and operations, focusing on such areas as the following:

- How do existing departmental service levels compare to generally accepted industry standards, such as response times, time available for proactive patrol, investigative caseloads, standards of coverage, use of codes and ordinances to mitigate fire risk, etc.?

- Given existing staffing and workload, is there sufficient staff time to effectively provide directed services at targeted levels? Are existing resources deployed consistent with call for service demand patterns? Is the current work schedule consistent with optimal deployment? Does the current work schedule and public safety structure promote team integrity and support problem community protection goals?
- How is the use of discretionary overtime controlled and managed?
- Are there areas where there are opportunities to improve productivity and/or cost-effectiveness by modifying existing service approaches or procedures, including opportunities to increase civilianization, increasing call screening and differential response without detrimental impact on existing service levels, method improvement opportunities, and any areas where staff utilization fall below generally accepted standards.
- Is the proportion of sworn staff dedicated to management and supervisory positions comparable to patterns observed in other large law enforcement and fire service agencies?
- Are proactive functions adequately overseen from the perspectives of planning/targeting activities? Are they productive in some way? How is this evaluated?
- Are administrative functions adequately provided for? Are there backlogs in administrative functions which impact operational needs?
- Are calls and transmissions queued in dispatch having the potential to impact citizen perceptions of service and officer safety?
- Is training and career development adequately addressed and prioritized? Is DPS effectively recruiting highly qualified candidates? Is it retaining employees as it should?
- Are there information technology and other equipment issues that impact operational efficiency and effectiveness?

- B. Based on the analysis described above, develop a specific set of service level objectives which can be employed to evaluate alternative staffing requirements in the next stages of the study.
- C. Document the analysis in the form of a progress report which will provide a preliminary evaluation of all components of the department. Review this report with the Project Steering Committee and other City staff, as required.

5. Identify optimal staffing and operational requirements for the Sunnyvale Department of Public Safety.

A. Analyze current and projected staffing levels necessary to achieve the service objectives developed in Task 4.

B. Law Enforcement Services

1. Analyze how law enforcement functions conform to best practices and industry standards.
2. Employ a computer model to calculate the current field patrol deployment necessary to achieve identified service level objectives. The model employed shall be capable of calculating field patrol deployment requirements by shift and day of week, based on workload and preferred levels of time available for proactive activities in an area of a given size and road network, and the impact of fire response workloads.
3. Define staffing alternatives and requirements for all other functions and services consistent with targeted service levels, including management and supervisory staffing, case handling investigative services, proactive investigative services, traffic enforcement/DUI, crime prevention, records, communications, and administrative functions.
4. Once staffing plans associated with identified service level targets have been defined, compare them to current staffing levels.
5. Analyze how overtime is generated and opportunities to reduce it through changes in personnel deployment/allocation as well as authorized strength.
6. Analyze how special assignments impact regular patrol staffing requirements and how this might be adjusted to more equitably provide coverage of core functions.

C. Fire/EMS Services

1. Analyze how fire and emergency medical services functions conform to best practices and industry standards.
2. Evaluate the total time commitments of line suppression personnel in a shift and opportunities to increase their utilization in programmatic areas. Determine appropriate utilization levels given current non-discretionary workloads. Measure current response workloads, training commitments, company inspection workloads and other line firefighter time commitments.
3. Analyze the use, cost, cause, authorization procedures, and distribution of overtime among suppression staff.

4. Analyze the number of line company positions required given the current schedule utilized by the Department; availability factors (including vacations, holidays and disability leave); how vacation and other discretionary time is managed; how shift trades are managed; etc. Analysis shall include the potential to re-deploy staff throughout the system.
5. Analyze the use and availability of automatic and mutual aid units to assist in the delivery of service in Sunnyvale as well as external commitments to other communities.
6. Analyze alternative approaches to staffing apparatus.
7. Analyze how special assignments impact suppression staffing requirements and how this might be adjusted to more equitably provide coverage of engine and truck companies.

D. Communications/Dispatch Services - Develop overall and per shift staffing models to handle law enforcement and fire dispatching workloads by:

- Projecting next year's call for service workload for the dispatch center.
- Evaluating total dispatch workload and staff required, taking into account availability factors (e.g., leave time, meals, breaks, etc.) and desired utilization levels (e.g., so that dispatchers are not handling radios/telephones/etc. sixty minutes per hour). Include the estimated impact of receiving cell phone calls.
- Evaluating workload variations on a hourly and daily basis to develop appropriate shift scheduling alternatives.
- Evaluating the existing employee classification mix as well as opportunities to utilize alternative classifications of employees.
- Evaluating the use of hourly or per diem employees.
- Evaluating the use of overtime and ways to control it.
- Assessing the impact of other workloads.

E. Document the results of this task in the form of a major progress report and review this report in detail with the Project Steering Committee and other City staff, as required.

6. Assess the adequacy of organizational structure and management staff levels.

- A. Review management and supervisory staffing levels and responsibilities, including:
- Is the Department too tiered or too flat from a command and supervisory staffing perspective?

- Are functions placed too high or too low in Police Services in relation to their importance in meeting law enforcement and service objectives?
 - Are spans of management and supervisory control too broad or too limited?
 - Does adequate coordination and/or cooperation occur among the Department's various operation units?
 - Are lines of authority and responsibility clear to all command personnel and organizational units and are they being adhered to in day-to-day operations?
 - Do program gaps exist which require organizational attention?
 - Are command and supervisory personnel spending the majority of their time on high priority work and responsibilities?
 - Do opportunities exist to further utilize non-sworn personnel in functions now occupied by sworn officers?
- B. Identify the strengths of the existing organizational structure as well as possible improvement opportunities.
- C. Identify the costs and benefits of any changes in management and supervisory staffing patterns.

7. Document recommendations and implementation in a Final Report.

- A. Document findings, conclusions and recommendations in the form a detailed written report which consists of the following components:
- Detailed recommendations for improving the efficiency and effectiveness of all DPS operations, including costs and savings or cost avoidance impacts of implementation.
 - Detailed analysis of workload and staffing needs for each function at alternative service level targets, including minimum and optimal levels. Provide analytical methodologies so that impacts in changes to assumptions can be calculated internally.
 - Detailed plans for implementing all recommended changes, including work steps necessary for implementation as well as recommended responsibilities and timing.
- B. Review a draft of the Final Report with the Project Steering Committee and other City employees, as required.

- C. When reviews have been completed and the report is in final form, present the Final Report, as required.

Project Work Schedule

The project completion goal shall be twelve weeks from the initial interviews through presentation of the Final Report. At a minimum, CONSULTANT shall meet with the Project Steering Committee to report its progress upon completion of Tasks 1, 3, 5 and 7.

CONSULTANT's Project Team

CONSULTANT's Project Team shall include the following individuals:

- Richard Brady, President
Matrix Consulting Group
- Gary Goelitz, Vice Present
Matrix Consulting Group
- Kim Bogart
Law Enforcement Technical Analyst
- Chris Carlson
Fire Service Technical Analyst
- Susannah Leigh
Senior Consultant
- Randy Tan
Senior Consultant

There shall be no changes in CONSULTANT's Project Team without the prior written approval of CITY's Project Steering Committee.

EXHIBIT "B"
INSURANCE REQUIREMENTS

CONSULTANT shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to the City of Sunnyvale, Purchasing Division, 650 West Olive Ave, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408) 730-7710.

CONSULTANT shall take out and maintain during the life of the contract **Workers' Compensation and Employer's Liability Insurance** for its employees. The amount of insurance shall not be less than \$1,000,000 per accident for bodily injury or disease.

CONSULTANT shall take out and maintain during the life of the contract such **Commercial General Liability Insurance** as shall protect CONSULTANT, CITY, its officials, officers, directors, employees and agents from claims which may arise from services performed under the contract, whether such services are performed by CONSULTANT, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.

The liability insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from CONSULTANT's or CITY's operations and use of owned or non-owned vehicles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed \$5000 without prior written approval of CITY.
- Notice of cancellation to CITY's Purchasing Division at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- CITY must be named as additional named insured with respect to the services being performed under the contract. *Simply indicating on the certificate that the certificate holder is named as additional insured is not acceptable; an endorsement must be provided.*
- The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.